



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 05, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**47 March 5, 2013**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**MEMBERSHIP AGREEMENT BETWEEN THE  
SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY  
AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute an Agreement to renew membership with the Southern California Coastal Water Research Project Authority's governing commission for a period of four years at an annual membership fee of \$100,000.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an Agreement with the Southern California Coastal Water Research Project Authority for the renewal of the Los Angeles County Flood Control District's membership as an Associate Commission Member of the Southern California Coastal Water Research Project Authority's governing commission for a period of four years between July 1, 2013, and June 30, 2017, at an annual membership fee of \$100,000.
2. Find that the execution of the membership Agreement by the Chief Engineer of the Los Angeles County Flood Control District or her designee is statutorily exempt from the California Environmental Quality Act.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to allow the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into an Agreement with the Southern California Coastal Water Research Project Authority (SCCWRP) to renew membership for a period of four years between July 1, 2013, and June 30, 2017, to authorize the payment of the annual membership fee of \$100,000 for each year of the four-year period.

On July 27, 2006, the Board authorized the Chief Engineer of the LACFCD to enter into an Agreement with SCCWRP to renew the LACFCD's status as an Associate Commission Member of SCCWRP's ten-member governing body for a period of three years. This three-year term coincided with the terms of the SCCWRP's Sixth Amended Joint Powers Agreement (JPA) that expired on June 30, 2009. On April 14, 2009, the Board authorized the LACFCD to renew the membership with SCCWRP, and on July 1, 2009, the Seventh Amended JPA was made and entered for a period of four years by the Sanitation Districts of Los Angeles County, the Orange County Sanitation District, and the Cities of Los Angeles and San Diego. The SCCWRP's ten-member governing body is comprised of the Sanitation Districts of Los Angeles County, the United States Environmental Protection Agency (Regional IX), the California Ocean Protection Council, the California Regional Water Quality Control Boards (Los Angeles, Santa Ana, and San Diego Regions), the State Water Resources Control Board, the City of Los Angeles Bureau of Sanitation, the City of San Diego Metro Wastewater Department, and the Orange County Sanitation District. The LACFCD, the County of San Diego, Orange County Public Works, and the Ventura County Watershed Protection District are Associate Commission Members. This action is to continue our membership for four years with SCCWRP to 2017.

The SCCWRP's long-term objectives are to conduct environmental research and assess the condition of Southern California's coastal environment. Should the requested authorizations be approved, the LACFCD would benefit from SCCWRP's research, which is recognized by the environmental community and regulatory agencies as credible and impartial due to the makeup of its governing board.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1). Implementation of the recommended actions will provide the LACFCD and the Department of Public Works with the ability to generate or provide scientific knowledge on stormwater and urban runoff management issues required for decision-making and policy formation and support timely delivery of public services.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total cost for the four-year Associate Commission Membership with SCCWRP is \$400,000. The \$100,000 first-year membership fee is available in the Fiscal Year 2012-13 LACFCD Budget. The membership fee for the subsequent three years will be addressed in the corresponding LACFCD fiscal year budget appropriation process.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement is substantially similar to the Agreement to be executed with SCCWRP and the LACFCD. This Agreement will be reviewed and approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

Execution of the membership renewal Agreement is not a project subject to the provisions of the California Environmental Quality Act (CEQA) because it can be seen with certainty that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment in accordance with the Public Resources Code, Section 21065, and is an administrative activity of government under Section 15378(b) of the CEQA guidelines. Approval of the execution of agreements with other entities to fund stormwater-related scientific studies would be statutorily exempt from CEQA under Section 15262 of the CEQA guidelines since the activities involve feasibility or planning studies for possible future actions that will not have a legally binding effect on later activities.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no adverse impact on current County services.

**CONCLUSION**

Please return three adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:jtz

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

## **AGREEMENT**

This AGREEMENT, made and entered into by and between the Los Angeles County Flood Control District (hereinafter referred to as the LACFCD) and the Southern California Coastal Water Research Project Authority, a joint powers agency (hereinafter referred to as AUTHORITY), heretofore established and is presently operating pursuant to a Eighth Amended Joint Powers Agreement (hereinafter referred to as EIGHTH AMENDED JPA), effective July 1, 2013.

## **WITNESSETH**

WHEREAS, the LACFCD's existing membership to the AUTHORITY's commission expires on June 30, 2013, and it is the desire of the LACFCD to continue its participation on the AUTHORITY's commission; and

WHEREAS, this AGREEMENT shall remain in full force and effect from July 1, 2013, through June 30, 2017, inclusively; and

WHEREAS, the EIGHTH AMENDED JPA for the creation of the AUTHORITY is made and entered into by and between the County of Los Angeles Sanitation Districts, the Cities of Los Angeles and San Diego, and the Orange County Sanitation District, effective July 1, 2013; and

WHEREAS, the AUTHORITY is governed by a 10-member commission composed of representatives from the County of Los Angeles Sanitation Districts; the California Ocean Protection Council; the California Regional Water Quality Control Boards, Los Angeles, Santa Ana, and San Diego Regions; the California State Water Resources Control Board; the Cities of Los Angeles and San Diego; the Orange County Sanitation District; and the United States Environmental Protection Agency, Region IX; and

WHEREAS, the County of San Diego, LACFCD, Orange County Public Works, and Ventura County Watershed Protection District are Associate Members of the AUTHORITY's commission; and

WHEREAS, the AUTHORITY was formed and currently exists for the purpose of increasing the scientific knowledge of how treated wastewater discharges, stormwater discharges, and other human activities interact to affect Southern California's coastal aquatic ecological systems and thereby helps ensure the protection of these resources; and

WHEREAS, an understanding of the effect of the discharge of stormwater into the coastal waters of Southern California is essential in order for the AUTHORITY and its member agencies to more fully understand the foregoing interrelationships; and

WHEREAS, the EIGHTH AMENDED JPA provides that other public agencies having a power common to the Signatories to the EIGHTH AMENDED JPA may be invited to become Associate Members of the AUTHORITY's commission with responsibilities and benefits as set forth herein; and

WHEREAS, the AUTHORITY and the LACFCD agree that the continued appointment of the LACFCD as an Associate Member of the AUTHORITY's commission would be mutually beneficial to both parties; and

WHEREAS, the AUTHORITY and the LACFCD agree that the addition of each Associate Member of the AUTHORITY's commission would be mutually beneficial to all parties.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, the parties agree as follows:

1. AUTHORITY AGREES:

- a. The LACFCD Associate Membership in the AUTHORITY is renewed for a period of four (4) years, beginning on the date of execution of this AGREEMENT and ending on June 30, 2017, subject to the LACFCD's payment of an Associate Membership fee of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) as provided herein.
- b. Upon payment of the Associate Membership fee, the LACFCD shall have the rights of an Associate Member of the AUTHORITY's commission.
- c. To continue quarterly commission meetings and periodic scientific forums and training efforts intended to raise important issues concerning watershed management principles and to foster communication between and among the LACFCD, other Associate Members of the AUTHORITY's commission, other agencies, and the AUTHORITY's Full-Commission Members.
- d. To continue producing publications and staff reports to such extent as the commission determines to be appropriate concerning such subjects that will serve the interests of the AUTHORITY. The commission and its Executive Director will consider publications that will be of particular benefit to the LACFCD and/or will aid the general public to better understand watershed management principles that relate to waters within the boundaries of the LACFCD.
- e. To provide expert advice, as needed, to the LACFCD on technical and scientific issues related to stormwater and watershed management principles. Such services may also include review of technical or scientific documents produced by and/or for the LACFCD by a party other than the AUTHORITY, including but not limited to, developing scope of work for the LACFCD's scientific studies and providing quality assurance/ control for the LACFCD's stormwater monitoring programs and access to the AUTHORITY's database for the LACFCD.

2. LACFCD AGREES:

- a. Upon invoice by the AUTHORITY, to pay a one-time 4-year Associate Membership fee of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to participate as an Associate Member of the AUTHORITY's commission during this AGREEMENT period covering July 1, 2013, to June 30, 2017.
- b. To appoint a management-level individual to attend and participate in the AUTHORITY's quarterly commission meetings and a scientist-level individual to attend and participate in quarterly meetings of the commission's Technical Advisory Group as long as this AGREEMENT is still in force.
- c. To acknowledge its advisory capacity to the AUTHORITY and that as an Associate Member of the commission, it shall be entitled to discuss any matter before the commission and shall be entitled to one-quarter vote on any such matters in accordance with the EIGHTH AMENDED JPA.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Other than the specific responsibilities and obligations described in this AGREEMENT, the LACFCD incurs no responsibility, liability, or obligation to the AUTHORITY and/or its consultants and/or contractors. The LACFCD and/or its officials, employees, or agents will not be responsible for any damage or liability occurring by reason of any acts or omissions of the AUTHORITY and/or its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this AGREEMENT, unless the action or inaction of the LACFCD contributes to such damages or liability.
- b. The AUTHORITY shall indemnify, defend, and hold harmless the LACFCD, the County of Los Angeles, and their respective officers, employees, and agents from and against any acts or omissions of the AUTHORITY and/or its officers, employees, and agents from all claims, demands, or liability, including legal costs occasioned by or arising out of this AGREEMENT and the activities conducted hereunder.

This AGREEMENT shall continue in effect for a term of four (4) years, beginning from the date of execution of this AGREEMENT to June 30, 2017, but in no event beyond such time as the lawful requirements of any public agency would bar the further performance of this AGREEMENT. This AGREEMENT may be terminated for convenience by the LACFCD upon giving the AUTHORITY a thirty (30)-day written notice of termination, and the LACFCD shall not be entitled to a prorated refund of any sum it has paid as consideration of its Associate Membership. This AGREEMENT may be terminated by the AUTHORITY upon giving the LACFCD a thirty (30)-day written notice of termination in the event the LACFCD fails to pay the required Associate Membership fee to the AUTHORITY.

- c. If any provision of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- d. This AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- e. This AGREEMENT constitutes the entire agreement between the LACFCD and the AUTHORITY and may be modified only by further written agreement between the parties hereto.
- f. Any official notices or correspondence related to this AGREEMENT shall be in writing and mailed by first-class, prepaid postage to the following addresses:

AUTHORITY: Dr. Stephen Weisberg  
Executive Director  
Southern California Coastal Water Research  
Project Authority  
3535 Harbor Boulevard, Suite 110  
Costa Mesa, CA 92626  
Telephone: (714) 755-3203  
Fax: (714) 755-3299

LACFCD: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460  
Telephone: (626) 458-4002  
Fax: (626) 458-4022

- g. Should the AUTHORITY enter into a later AGREEMENT with another party that has the same purpose as this AGREEMENT, the AUTHORITY shall send a copy of such later AGREEMENT to the LACFCD. If, in the judgment of the LACFCD, such later AGREEMENT is more beneficial to the other party than this AGREEMENT is to the LACFCD, the AUTHORITY agrees, upon written request from the LACFCD, that this AGREEMENT be amended to include, without qualification, terms at least as favorable as those provided to the other party in such later AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the AUTHORITY on \_\_\_\_\_, 2013, and by the LACFCD on \_\_\_\_\_, 2013.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
A body corporate and politic

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP  
Counsel to Southern California Coastal  
Water Research Project Authority

SOUTHERN CALIFORNIA COASTAL  
WATER RESEARCH PROJECT  
AUTHORITY

By \_\_\_\_\_  
Wesley Beverlin

By \_\_\_\_\_  
STEPHEN B. WEISBERG, Ph.D.  
Executive Director